


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">MAY 18, 2004 10:00 AM</div>																											
=====> VENDOR NO. : SOLICITATION : 2188729 FILE NO. : L41296L OPENING DATE : 05/18/04 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div> <div style="position: absolute; top: 0; left: 0; width: 100%; height: 100%; background-color: white; border: 1px solid black; display: flex; align-items: center; justify-content: center; font-size: 0.8em;"> =====> VENDOR NAME AND ADDRESS </div>		PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="display: flex; justify-content: space-between;"> 2188729 05/18/04 10:00 AM L41296L </div> <p>OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095</p>																													
<div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: SALLY BOLlich, CPPB</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8024</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 04/21/04</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 347PUR FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center;">PINECREST DEVELOPMENTAL CENTER</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: FOOD</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1262563</td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 05</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 39331</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>T-NUMBER</td> <td>:</td> </tr> </table>				BUYER	: SALLY BOLlich, CPPB	BUYER PHONE	: (225) 342-8024	DATE ISSUED	: 04/21/04	REQ. AGENCY	: 347PUR FOLD HERE-->	PINECREST DEVELOPMENTAL CENTER		AGENCY REQ. NO.	: FOOD	ISIS REQ. NO.	: 1262563	VENDOR PHONE	:	FISCAL YEAR	: 05	CLASS/SUBCLASS	: 39331	SCHEDULED BEGIN DATE	: 00/00/00	SCHEDULED END DATE	: 00/00/00	T-NUMBER	:
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BABY FOOD - 7/1/04 - 6/30/05 PINECREST DEVELOPMENTAL CENTER																															
TO BE COMPLETED BY VENDOR																															
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).																															
INSTRUCTIONS TO BIDDERS																															
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.																															
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE																											
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)																												

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2188729 OPEN DATE: 05/18/04 TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 2
<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND; B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS. UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION. ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
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<p>1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: OFFICE OF STATE PURCHASING P O BOX 94095 BATON ROUGE LA 70804-9095</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:</p> <p>OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>***** PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. *****</p> <p>**ATTENTION:**</p> <p>RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.</p> <p>2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>3 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.</p>			

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<p>4 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>5 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>6 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).</p> <p>DO YOU CLAIM THIS PREFERENCE? YES_____</p> <p>SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.</p> <p>7% / LINE NOS:_____ LOCATION:_____</p> <p>10% / LINE NOS:_____ LOCATION:_____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)</p> <p>DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES_____ NO_____</p> <p>IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?</p> <p>YES_____ NO_____</p> <p>FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.</p> <p>7 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p>			

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<p>FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>8 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.</p> <p>ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.</p> <p>9 PACKAGING: UNLESS OTHERWISE SPECIFIED, THE COMMODITIES SHALL BE PACKED IN SUBSTANTIAL COMMERCIAL CONTAINERS OF THE TYPE, SIZE AND KIND COMMONLY USED FOR THE PURPOSE, SO CONSTRUCTED AS TO INSURE ACCEPTANCE AND SAFE DELIVERY AS CALLED FOR IN THIS CONTRACT.</p> <p>10 PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.</p> <p>11 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.</p> <p>12 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p> <p>13 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p> <p>14 ON ITEMS REQUIRING INSPECTION CERTIFICATES, IT IS REQUIRED THAT THE CASES AND THE CERTIFICATE BE STAMPED BY USDA INSPECTOR. THIS IS AS PER STANDARD LOUISIANA SPECIFICATIONS FOR CANNED GOODS.</p>			

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<div>15 ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.</div>			

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: PINECREST DEVELOPMENTAL CENTER FOOD WAREHOUSE 100 PINECREST DRIVE KINGSVILLE COMMUNITY PINEVILLE , LA 71361 INSIDE DELIVERY WAREHOUSE RECEIVING HOURS: 8:00 A.M. - 3:00 P.M. MONDAY THRU FRIDAY EXCEPTION:FOOD WAREHOUSE HOURS 8:00 A.M. - 2:30 P.M. EXCLUDING HOLIDAYS PURCHASE ORDER NO. MUST APPEAR ON: INVOICE, PACKING LIST, DELIVERY TICKET				
00001	COMMODITY CODE: 393-31-003430 ***** BABY FOOD, RICE CEREAL, 12-8 OZ. BX/CS GERBER # 377-754 OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE)	120	CASE		
00002	COMMODITY CODE: 393-31-003419 BABY FOOD, MIXED CEREAL, 12-8 OZ. BX/CS GERBER # 377-572 OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE)	120	CASE		
00003	COMMODITY CODE: 393-31-003543	8	CASE		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2188729 OPEN DATE : 05/18/04 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	***** TO PROVIDE BABY FOOD TO PINCREST DEVELOP MENTAL CENTER FOR THE PERIOD OF 7/1/04 - 6/30/05. ITEMS ARE TO BE DELIVERED AS REQUESTED. ***** BABY FOOD,STRAINED, CARROTS, 24-4.0 OZ. PER CASE HEINZ # 379-297 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00004	COMMODITY CODE: 393-31-003564 BABY FOOD,STRAINED, GREEN BEANS, 24-4.0 OZ. PER CASE HEINZ # 379-578 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	8	CASE	_____	_____
00005	COMMODITY CODE: 393-31-003582 BABY FOOD,STRAINED, MIXED VEGETABLES, 24-4.0 OZ. PER CASE HEINZ # 379-628 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE)	4	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2188729 OPEN DATE : 05/18/04 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	APPLICABLE)				
00006	COMMODITY CODE: 393-31-003604 BABY FOOD,STRAINED, PEAS, 24-4.25 OZ./CS HEINZ 000290/19430 OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE)	12	CASE		
00007	COMMODITY CODE: 393-31-003615 BABY FOOD,STRAINED, SQUASH, 24-4.0 OZ/CS HEINZ # 00057/19432 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE)	8	CASE		
00008	COMMODITY CODE: 393-31-003594 BABY FOOD,STRAINED, PEACHES, 24-4.0 OZ. PER CASE HEINZ # 379-693 OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE)	24	CASE		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2188729 OPEN DATE : 05/18/04 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00009	COMMODITY CODE: 393-31-003532 BABY FOOD,STRAINED, APPLESAUCE, 24-4.0 OZ. PER CASE HEINZ # 379-016 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	8	CASE	_____	_____
00010	COMMODITY CODE: 393-31-003532 BABY FOOD,STRAINED,PEAR PINEAPPLE 24-4.0 OZ. PER CASE HEINZ OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	24	CASE	_____	_____
00011	COMMODITY CODE: 393-31-003528 BABY FOOD,STRAINED, APPLESAUCE APRICOT, 24-4.0 OZ. PER CASE HEINZ # 00700/19442 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	20	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2188729 OPEN DATE : 05/18/04 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00012	REQUISITION LINE CANCELLED				
00013	COMMODITY CODE: 393-31-003650 BABY FOOD,STRAINED,BANANA WITH TAPIOCA, 24-4.25 OZ. PER CASE HEINZ # 00300/19446 OR APPROVED EQUAL DELIVER 1/4 EACH THE FIRST WEEKS OF JULY, OCT. 2004 JAN. APRIL 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	4	CASE	_____	_____
00014	REQUISITION LINE CANCELLED				
00015	COMMODITY CODE: 393-31-003663 BABY FOOD,STRAINED,CHICKEN, 24-2.5 OZ/CS HEINZ # 00131/19484 OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	300	CASE	_____	_____
00016	COMMODITY CODE: 393-31-003659 BABY FOOD,STRAINED,BEEF, 24-2.5 OZ/CS HEINZ # 00130/19488 OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005	300	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2188729 OPEN DATE : 05/18/04 TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____				
00017	COMMODITY CODE: 393-31-003659 BABY FOOD,STRAINED,TURKEY 24-2.5 OZ/CS HEINZ # 00136/19490 OR APPROVED EQUAL DELIVER FIRST WEEKS OF EACH MONTH 8 CASE EACH JULY 2004 THRU MAY 2005 12 CASE JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____	100	CASE	_____	_____
00018	COMMODITY CODE: 393-31-000000 BABY FOODS, STRAINED PRUNES, 24-4.25 OZ/CS. HEINZ # 00092/19441 OR APPROVED EQUAL DELIVER FIRST WEEKS OF EACH MONTH 8 CASE EACH JULY 2004 THRU MAY 2005 12 CASE JUNE 2005 SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____	100	CASE	_____	_____
00019	COMMODITY CODE: 393-31-003430 BABY FOOD, BEETS 24-4.0 OZ PER CASE HEINZ, GERBER OR APPROVED EQUAL DELIVER 1/12 EACH THE FIRST WEEKS OF JULY 2004 THRU JUNE 2005 SPECIFY BRAND (& NUMBER IF	24	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2188729 OPEN DATE : 05/18/04 T-NUMBER :		BIDDER:			PAGE 14
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	APPLICABLE)				